BILL NO. S-93-01-13

SPECIAL ORDINANCE NO. S-13-93

AN ORDINANCE of the Common Council fixing, establishing and ratifying compensation for certain City employees of the City of Fort Wayne, Indiana, represented by the Office & Professional Employees International Union Local #325.

WHEREAS, this Council is required to approve all collective bargaining decisions with regard to annual pay and monetary fringe benefits; and

WHEREAS, such compensation for employees of the City of Fort Wayne, Indiana, represented by the Office & Professional Employees International Union Local #325 has been arrived at pursuant to an agreement reached by and between the City and the Office & Professional Employees International Union Local #325, in accordance with collective bargaining as authorized and envisioned by the City's salary ordinances (two copies of said agreement are on file in the Clerk's Office and available for public inspection); and

WHEREAS, said agreement is for three (3) years, but pursuant to Indiana law, the compensation provided for therein must be annually ratified; and

WHEREAS, the Common Council desires to express its approval of the agreement and the compensation package for the year 1993; and

WHEREAS, this ordinance is necessary to ratify, fix and establish such compensation for said employees of the City of Fort Wayne, Indiana, represented by the Office & Professional Employees International Union Local #325 for the year 1993.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The 1993-1995 Agreement by the Between the Office & Professional Employees International Union Local #325 and the City of Fort Wayne, two copies of which are on file in the Office of the City Clerk and

available for public inspection, is hereby approved and ratified in all respects, including the compensation package for the year 1993.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and any and all necessary approvals by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay, City Attorney

Read the first time in full and on motion by Henry, seconded by ~~_____~~, and duly adopted, read the second time by title and referred to the Committee on Committee of the Whole (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____ M., E.S.T.

DATED: 1-2-92

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Edmonds, seconded by ~~_____~~, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	7		1	1
BRADBURY	✓			
EDMONDS	✓			
GiaQUINTA	✓			
HENRY				✓
LONG			✓	
LUNSEY	✓			
RAVINE	✓			
SCHMIDT	✓			
TALARICO	✓			

DATED: 1-26-93.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ (APPROPRIATION) ~~(GENERAL)~~ (SPECIAL) ~~(ZONING)~~ ORDINANCE ~~RESOLUTION~~ NO. G-13-93 on the 26th day of January, 19 93

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Mark C. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of January, 19 93, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 27th day of January, 19 93, at the hour of 3:15 o'clock P.M., E.S.T.

PAUL HELMKE, MAYOR

1-15-93

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL 325
January 1, 1993 thru December 31, 1995

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PREAMBLE

This Agreement is made and entered into by and between the City of Fort Wayne, Indiana, hereinafter referred to as the Employer, and Office and Professional Employees International Union Local 325, AFL-CIO, hereinafter referred to as the Union. Furthermore, whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

Witnesseth: Whereas the City of Fort Wayne owns and operates water and sewage utilities and supplies such services to schools, parks, playgrounds, public buildings, and other municipal facilities, as well as to its regular customers, and,

Whereas, the nature of these services requires continuity of operation,

Therefore, to facilitate the peaceful adjustment of differences that may arise and to promote harmony and efficiency for the mutual benefit of the Employer, its employees, and the general public, the parties to this Agreement have agreed together as follows:

ARTICLE I - Period of Agreement

Section 1. Working Agreement: (a) This Agreement shall take effect at the conclusion of satisfactory negotiations, but not before the 1st day of January, 1993, and shall continue in force and effect through the 31st day of December, 1995, and from year to year thereafter, unless it is cancelled or amended.

(b) Notice of cancellation or requests for amendment shall be submitted no later than October 1, 1995, or October 1 of any

subsequent year. If amendments are desired, the contents of the amendments shall accompany the notice. If agreement has not been reached on or before November 30, 1995, or November 30 of any subsequent year and if either party considers the negotiations to date to be unsatisfactory, then either party shall have the prerogative of issuing a thirty-day cancellation notice to be effective on December 31, 1995, or on the anniversary date of any subsequent year. During this notice period, both parties agree to continue negotiations in an effort to reach a settlement.

(c) Changes in the working agreement agreeable to both parties may be made at any time.

Section 2. Wage Schedules: (a) The wage and salary rates set out in Schedule A shall take effect at the conclusion of satisfactory negotiations, but not before the 1st day of January, 1993.

(b) Changes in the wage schedule agreeable to both parties can be made at any time.

ARTICLE II - Union Recognition

Section 1. Recognition: (a) The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for its full-time regular and probationary clerical employees working in or out of the General Office in the job classifications listed in Article VIII and in such job classifications which may be created here- after having a job content primarily of clerical work.

(b) The Employer agrees not to interfere with the rights of its employees to become members of the Union and shall not in any manner discriminate against any employee because of membership or official position in or lawful activities on behalf of the Union.

Section 2. Agency Shop: (a) As a condition of continued employment, all employees whose job classifications are covered by this Agreement and who elect not to become members of the Union (1) shall pay to the Union directly an agency shop fee as determined by the Union and (2) shall thereafter pay to the Union, either directly or through payroll deductions, a monthly fee as determined by the Union. Each employee who subsequently enters a bargaining unit job shall begin such payments in the month in which he completes his first three months of service in such job.

(b) If an employee fails to comply with the foregoing provisions, the Union shall advise him by certified letter (with a copy to the Personnel/Labor Relations Director) that, if he doesn't pay or arrange to pay his arrears within seven calendar days after receiving the letter, the Union will request the Employer to terminate his employment. If the employee has not complied by the end of the period, the Union shall notify the Personnel/Labor Relations Director, who shall give the employee a further seven-day notice. If the employee has still not complied at the end of that period, he shall be removed from employment with the Employer, losing all seniority rights and other rights and benefits established by this Agreement.

(c) The Union agrees to indemnify and hold the Employer harmless from any and all claims or rights of action which may be hereafter

asserted by any person now or hereafter employed by the Employer and which arise out of the inclusion or enforcement of the provisions of this agency shop section.

(d) After ninety (90) days, all temporary employees who work more than twenty (20) hours per week will be required to pay the Union directly an amount equal to the Union initiation fee and shall thereafter pay to the Union each month either directly or through payroll deduction an amount equal to the regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union.

Section 3. Dues Checkoff: (a) With proper authorization, including voluntary written wage assignments from employees who are covered by this Agreement, the Employer shall deduct each month from the earnings of each of said employees an agreed upon amount representing current regular monthly Union dues and fees and shall remit such monies together with the appropriate records to the proper Union official. Any individual wage assignments may be revoked by the employee by giving proper written notice to the Employer. In the event of an overcharge already remitted to the Union, it shall be the responsibility of the Union alone to adjust the matter with the employee overcharged. In the event of an undercharge, the Employer shall make the necessary additional deductions in the next succeeding month or months. In any case, the Employer's responsibility shall not go beyond exercising normal and usual care in carrying out its obligations under this paragraph. The Union will protect the Employer from any and all further liabilities and claims which may arise under

this paragraph.

(b) Any concerted action on the part of the Union, such as strike or slow downs, will result in the Union dues checkoff being suspended for one (1) year, starting from the day of such strike or slow down.

Section 4. Bargaining Committee Pay: Each member of the Bargaining Committee, which shall not exceed four (4) in number, shall be compensated at his regular straight time rate for each hour spent in attendance at meetings regularly scheduled with the management during his scheduled hours of employment.

Section 5. Grievance Committee Pay: Members of the Grievance Committee, which shall not exceed a total of three in number at any one time, who are required to transact business with the Employer and are required to be absent from their regular job duties shall be allowed to transact the business without loss of regular pay.

Section 6. Transfer Out of Bargaining Unit: (a) Any employee transferred, promoted or appointed from a classification within the bargaining unit to a supervisory or other excluded classification shall, upon the expiration of that job or of his tenure in that job, be restored 1) to his former position, or
2) if such position has been eliminated, to the highest classification attained prior to holding such eliminated position, or 3) all else failing, to any other bargaining unit classification for which his abilities and seniority qualify him. During all such absences, the employee shall not continue to accrue seniority and rights in the bargaining unit.

(b) In the foregoing situations, any such employee must be able to

perform satisfactorily the duties set out on the job description of his former classification of work. If he is unable to do so, he shall have the right to any job in the bar- gaining unit for which his abilities and seniority qualify him.

ARTICLE III - Management Rights and Responsibilities

Section 1. Except as otherwise provided in this Agreement, the Employer, in the exercise of its functions of management, shall have the right to decide the policies, methods, fair work and safety rules, direction of employees, assignment of work, equipment to be used in the operation of the Employer's business, the right to hire, discharge, suspend, discipline, promote, demote, assign and transfer employees and to release such employees because of lack of work or for other proper or legitimate reasons. The enumeration of the above management prerogatives shall not be deemed to exclude other prerogatives not enumerated which management may now have. The exercise of these rights by management shall not be used for the purpose of discrimination or injustice against members of the Union, recognizing that all employees are to be treated with fairness and justice.

Any actions that may be taken by management pursuant to this section shall be subject to the grievance procedure as outlined in Article V of this Agreement.

Section 2. Non-discrimination: The parties agree that there shall be no discrimination in employment opportunities because of race, creed, sex, national origin, or age, as provided in Title VII of the

1964 Civil Rights Act, as amended, and the Age Discrimination in Employment Act of 1979. **Any conflict between this Agreement and the Americans With Disabilities Act shall be resolved in favor of the Act.**

ARTICLE IV - Mutual Undertakings

(a) The Union agrees for its members who are covered by this Agreement that they will individually and collectively perform loyal and efficient work and services, that they will use their influence and best efforts to protect the property of the Employer and its services to the public, and that they will cooperate in promoting and advancing the welfare of the Employer's programs and the protection of its service to the public at all times.

(b) The Union further agrees that in no event whatsoever will any of the employees covered by this Agreement be permitted to cease the continuous performance of their duties in order to coerce the Employer in a dispute.

(c) The Union agrees that, if any of the employees covered herein do cease work of their own volition, the Employer will be free to replace such employees and obtain competent services to continue its normal operation.

(d) The Employer agrees not to prevent the continuous performance by the employees of duties required in the normal and usual operation of the departments, but this shall not be interpreted to restrain the Employer from awarding contracts for work covered by this Agreement when greater efficiency or economy would result. However, no contracting of work will be made for the purpose of discriminating

against the Union or any employee. Management shall have the right to perform or to subcontract work of a kind or nature historically performed by bargaining unit employees, so long as the following provisions are complied with:

(1) Effective January 1, 1993, no bargaining unit employee who has one year or more seniority and who is currently performing work affected by any decision to have management so perform or contract work out will be offered less than 40 hours per week, nor suffer any loss in wage rate, nor be laid off.

(2) Effective January 1, 1994, no bargaining unit employee who has two years or more seniority and who is currently performing work affected by any decision to have management so perform or contract work out will be offered less than 40 hours per week, nor suffer any loss in wage rate, nor be laid off.

(3) Effective January 1, 1995, no bargaining unit employee who has three years or more seniority and who is currently performing work affected by any decision to have management so perform or contract work out will be offered less than 40 hours per week, nor suffer any loss in wage rate, nor be laid off.

Work performed by employees in positions designated as Confidential, Supervisory, or Professional by the Common Council, in the year 1992 or thereafter, shall not be considered work of a kind or nature historically performed by bargaining unit employees.

ARTICLE V - Grievance and Arbitration

Section 1. Grievance Procedure: The Employer and the Union

recognize that, from time to time, grievances, disputes and complaints arise over matters within the purview of this Agreement. Therefore, whenever the Union or any employee covered by this Agreement feels that the Employer has acted erroneously or improperly in interpreting and applying any of the provisions of this Agreement, then the Union or the employee, within thirty (30) calendar days of the Employer's action, may invoke the provisions of this Article V. The grievance shall be processed during the regular working hours in the manner hereinafter set forth.

Step 1: The grievance shall be written and presented by the aggrieved employee and/or Union representative to the manager of the department wherein the incident which gave rise to the grievance occurred. The department manager must give his/her written answer within three (3) working days, weekends and holidays excluded.

Step 2. If no satisfactory settlement is reached in Step 1 within three (3) working days, the grievance shall be in writing and advanced to Step 2 by the Union representative, who will discuss the grievance with the Division director. Within three (3) working days, the Division director shall give his/her written answer.

Step 3. If no satisfactory settlement is reached in Step 2, the Union shall forward the grievance within seven and one-half (7-1/2) working days to the Personnel/Labor Relations Director. The Director will arrange to meet with the Union Committee within seven and one-half (7-1/2) working days after receipt of such grievance. Within seven and one-half (7-1/2) working days following, the Director will render his/her decision, incorporating the detailed position of the

Employer in respect to the grievance. If a satisfactory adjustment has not been reached after ten more working days, either party shall not have more than forty-five (45) calendar days to elect to submit the grievance to arbitration; evidence of this election shall consist of a written notice to that effect given to the other party.

Section 2. Extension of Time Limits: In any of the foregoing steps, the time allowed for discussion, adjustment, or appeal to the next step may be extended by mutual agreement.

Section 3. Arbitration: (a) Either party shall apply to the Federal Mediation and Conciliation Service for a panel of arbitrators. The Employer and the Union shall each, within fourteen (14) calendar days after receiving the panel, alternately strike one name from the list; the person finally remaining shall be the arbitrator.

(b) The arbitrator shall then hear the evidence and, without unfavorable delay, give the decision, with the award or remedy not to exceed that requested in the grievance, which shall be final and binding on both parties.

(c) The arbitrator shall have no authority to add to, detract from, or in any way modify the terms of this Agreement or the wage rates set out in Article VIII.

(d) The fees and expenses of the arbitration shall be borne equally by the Employer and the Union.

ARTICLE VI - Representation

Section 1. Seniority: (a) The seniority of any employees working for the Employer on July 14, 1955, shall mean length of service with

the Employer in work now covered by the bargaining unit. The seniority of any employee hired subsequent to July 14, 1955 shall be measured from the first day on which employee is hired into current employment.

(b) The seniority privileges of any employee shall terminate under any of the following conditions:

1. When employee is laid off for a period of more than one year.

2. When a laid-off employee fails to give notice of his intention to return to work within forty-eight hours after the Employer has sent to his last-known address a certified letter requesting employee's return (a copy of such letter must be sent to the Business Agent of the Union.)

3. When employee gives such notice but fails to return to work within three (3) days after giving notice of intent to return to work, unless unusual circumstances prevent reporting, or unless notice of resignation must be given to a secondary employer, in which cases maximum two weeks from date letter has been sent will apply.

4. When employee submits his resignation to the Employer.

5. When employee is discharged for just cause.

6. When employee violates the terms of a leave of absence.

7. When employee is pensioned by the Employer.

8. When employee is absent more than three (3) days without reporting the absence to the supervisor, unless there are unusual circumstances that prevent reporting.

(c) Seniority shall continue to accumulate during suspensions for disciplinary reasons.

(d) The seniority occupational group shall be:

1. Customer Relations:

Cashier
Chief Meter Reader
Credit & Collection Clerk I
Credit & Collection Clerk II
Data Control/Audit-Error Spec.
Customer Relations Rep./Cashier
Customer Relations Rep.
Data Control Specialist
File Clerk
Information Specialist
Utility Truck Reader
Meter Reader/Truck
Meter Reader
Permit Specialist
Receptionist/Phone-in
Receptionist/Walk-in
Security Guard
Senior Permit Specialist
Utility Clerk I
Utility Clerk II
Work Order Clerk

2. Office Services

General Utility Clerk I
General Utility Clerk II
General Utility Clerk III
Mail Clerk
Utility Clerk II

3. General Accounting

Accounting Clerk I
Accounting Clerk II
Accounting Clerk III
General Accountant I
General Accountant II
Secretary

The seniority list shall be kept current by the Employer at all times, and by January 31 of each year shall submit such list to the Union for concurrence, and it shall then be posted on the bulletin board for thirty (30) days.

Section 2. Probationary Employees: (a) An employee shall be deemed a probationary employee for the first three months.

(b) The Employer shall have the exclusive right to discharge such probationary employee at any time with or without cause.

(c) Upon completion of the probationary period, the employee shall be placed on the seniority list as a regular employee and credited with the seniority and service which accumulated during the probationary period and shall be entitled to all rights and privileges of this Agreement.

(d) The Employer shall promptly notify the Union of all new employees hired.

Section 3. Temporary Employees: (a) The Employer shall have the right to hire temporary employees to perform work of a limited duration so long as such hirings do not result in the demotion, replacement, or layoff of regular employees, nor prevent the filling of vacancies, nor keep regular employees from promotional opportunities, except as may be required under Article VI, Section 7, Technological Job Changes.

(b) A temporary employee shall be paid at rates to be determined by the Employer for a period not exceeding 90 days. A temporary employee who fills in for vacancy or need beyond 90 days shall be paid not less than the minimum for the job performed as reflected in wage schedules. The application of the General Regulations and Working Conditions shall be at the discretion of the Utility.

(c) The Employer shall notify the Union whenever a temporary

employee is hired for work covered by this Agreement, stating the purpose of which he is being hired and the approximate period of employment.

Section 4. Bids and Promotions: (a) Promotions shall be made by the Department Head subject to review and approval by the Personnel/Labor Relations Director, so that the best qualified person is promoted.

(b) Where fitness, ability, efficiency and other qualifica-tions appear to the Employer, as evidenced in its records and experience to be relatively equal, seniority shall govern.

(c) When an employee leaves a job classification covered by this Agreement for reasons other than layoff, the Employer within fifteen (15) calendar days shall either notify the Union that the employee shall not be replaced or shall post on its bulletin boards an invitation for bids on the job classification, describing the duties, skills, and qualifications and the wage or salary rate to be paid. When an additional position in a job classification covered by this Agreement is to be filled, a notice shall be similarly posted.

(d) Each such notice shall be posted for two working days; all bids must be submitted before the end of this posting period. An employee, or a Union officer on his/her behalf, shall submit his/her bid in triplicate; the employee shall keep one copy and deliver the remaining copies to the Employer, which, in turn, shall promptly deliver one to the Union.

(e) Within two calendar weeks following the close of the posting period, the Employer shall make its selection from among those bidding

and shall post the name of the person selected. However, the Employer will notify the Union of the person selected before the decision is announced. An employee promoted to a higher-paying position shall be slotted into such position at the rate closest to her/his current rate without loss.

(f) If an employee with greater seniority is bypassed in filling any such vacancy, he shall be informed of the reasons therefore. An employee who makes application for any such vacancy and does not receive the requested transfer shall, upon request, be informed of the reasons therefore. If the Employer judges that there were no qualified bidders, it shall so inform the Business Agent and those who bid for the job.

(g) In filling any such vacancy, the employee shall be considered in a learning capacity for a period not to exceed ninety (90) days, in a temporary transfer status. The employee shall either be returned to his former classification prior to the expiration of the ninety (90) days, or shall receive the permanent classification after the ninety (90) day period.

(h) When a temporary vacancy, such as one created by illness or a leave of absence or excessive workload, occurs in a job classification covered by this Agreement, the Employer shall have the right to fill such vacancy by appointing a temporary incumbent. However, if the regular incumbent is expected to be absent for more than three months, then the vacancy shall be filled as set out in the foregoing paragraphs of this Section 6. All transfers made in accordance with this paragraph shall be provisional only and shall be revoked by the

return of the regular incumbent.

Section 5. Temporary Transfers: (a) If an employee is temporarily transferred for two or more hours to a job having a higher rate of pay, he shall receive the higher rate of pay for the entire time so worked. If this higher rated job contains wage time steps, he shall first enter the job at the first step and shall accumulate credit for time spent on the job. He shall receive either his own rate or the rate of the step he enters, whichever is greater.

(b) If an employee is temporarily transferred to a job having a lower rate of pay, he shall not suffer a reduction in his rate of pay.

(c) If an employee is permanently transferred to another job, he shall receive the rate of pay for the job to which he is transferred.

Section 6. Layoff: (a) When layoffs become necessary, the employees with the least seniority within a seniority occuparion-al grouping shall be laid off in reverse order of seniority to the extent that shall be determined by the reduced work avail- able. All employees shall receive a five (5) day layoff notice.

(b) An employee subject to layoff shall displace the least senior employee of lesser seniority in a classification of equal or lower level, provided he is qualified to perform the work. In the event that this is not possible, the employee shall be laid off.

(c) Any employee transferred to another job classification in accordance with the terms of this section shall receive their present hourly rate and remain frozen at same until they have accumulated the necessary length of time on the job as outlined in the wage schedule. In no instance will an employee receive greater than the maximum rate

in that classification.

(d) When adding to the forces, those most recently released within a period of one year on account of curtailment of work shall be the first reemployed, if available and qualified, provided they are physically able to return to work.

Section 7. Technological Job Changes: (a) The Employer may find it necessary or desirable to make changes in equipment, operation, or the organization of work which could result in changing the duties of any job classification. When such revisions are necessary, the Employer shall furnish the Union full information on the impending changes and discuss the changes with the Union.

(b) Newly created Electronic Data Processing positions falling within the scope of the bargaining unit shall be posted for bid in accordance with Section 4 (c) of this Article. Such positions generally will be filled on the basis of tests. When an employee taking the test has a grade below the minimum set, he shall be disqualified. When employees' test grades are within a range of 10% from the top score, seniority shall govern.

(c) An employee displaced from his job classification as a result of such changes or found to be disqualified after having occupied an Electronic Data Processing job may bump into a job on the same or lower salary level provided he is qualified, according to Section 6 of this Article.

ARTICLE VII - General Regulations and Working Conditions

Section 1. Work Schedule: (a)

1. The offices will be open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, to serve the public.
2. Each section will have posted, in a conspicuous place, a sign-in/sign-out sheet to be used by all employees to post time reporting in and out at the beginning and end of the workday, and to record breaks and lunch hours.
3. Five-day workweeks are required. Any time worked in excess of eight (8) hours per day will not be reimbursed at time and one-half, unless supervisors deem overtime necessary.
4. Working through breaks and lunch periods may not be used as a means of reducing the length of the workday.
5. Lunch periods shall be not more than sixty (60) minutes.

(b) Two fifteen-minute rest periods with pay for each day worked shall be granted to each employee except those doing field work. The first such rest period shall be taken prior to the normal lunch period. These rest periods shall be taken at such times as will minimize the disruption of the work of the office.

(c) Basic workweeks of other than Monday through Friday and basic workdays other than 8:00 a.m. to 5:00 p.m., as deemed appropriate by management, may be established, for good and sufficient cause, but such schedules shall not be utilized to meet sporadic or temporary workloads. Furthermore, the employee with the greatest seniority shall be afforded preference in filling these schedules. (Sunday Excluded.)

(d) However, prior to such changes being made, the Employer will

give 72 hours advance written notice of such changes to the Union, setting forth in the notice the circumstances which necessitate the change. Upon receipt of such notice, the Union shall have the right to meet with the Employer to discuss any responsible objections to the change. Where responsible objections are made by the Union, the Employer will make every reasonable effort to satisfy such objection.

(e) Reference herein to workweeks or workdays shall not be construed as a guarantee of any number of hours of work per day or week for any employee.

Section 2. Inclement Weather: (a) The Employer and the Union recognize that the completion of each day's meter reading schedule is so important to the maintenance of the continuity of work in the General Office that only the most unusual circumstances should justify the suspension of the meter reading schedule. Hence, the Union recognizes that Meter Readers must accept reasonable discomfort from precipitation, minimums of temperature and maximums of wind velocity and that such discomfort should not justify such suspension.

(b) The Employer recognizes that there are limits beyond which discomfort is so unreasonable that regular outside work should be suspended or modified. Therefore, whenever the wind chill factor is minus seventeen (-17) degrees Fahrenheit (F.) or lower, or when the temperature alone is zero (0) degrees F. or lower at 7:30 a.m., the departure on their rounds of the regular route Readers will be held up. If, at 8:30 a.m., the wind chill factor is -17 F. or lower, or the temperature is 0 F. or below, the day's scheduled readings will be cancelled and the Readers assigned to other work if work is

available. If no work is available, regular route readers will be given four hours show-up pay. The foregoing inclement weather exceptions shall not apply to Truck or Truck/Utility Readers, and they will maintain normal schedules, regardless of wind chill/temperature factors.

Only the Supervisor of the Meter Reading Department or the Chief Meter Reader shall call and request an accurate temperature reading from the Weather Bureau on questionable days. Department management will determine whether or not inclement weather conditions present safety hazards sufficient to suspend outdoor meter reading.

(c) Regardless of the temperature, however, any Reader who wishes to do so may read his schedule on a sub-zero day. If the employee does not wish to read on a sub-zero day and work has been properly suspended per above paragraphs and no other work is available, the employee shall not be paid for hours not worked.

Section 3. Notification of Absence: (a) When reasons beyond employee's control (such as emergency, medical or other critical or serious circumstance) cause an employee to anticipate being late or absent from work, he shall give notice as far in advance as possible to his supervisor.

(b) If he does not have just cause for failing to give notice, then after due warning and after notice to the Union, he shall be subject to appropriate disciplinary actions.

Section 4. Sick and Accident Leave: (a) Beginning with hire date, a regular employee shall accrue paid sick and personal accident leave at a rate of two and thirty-one hundredths (2.31) hours per week

of full employment. The meaning of full employment, for sick accrual, shall mean beside all time worked, shall also mean any time off such as vacation, holidays, etc., and any approved time off such as doctor's appointments, being late for good and sufficient reasons as snow storms, etc.

In no instances will sick time be accrued for: 1) full weeks of personal sick absence or occupational accident, 2) leaves of absence, 3) layoff, 4) disciplinary layoff, 5) time off not approved by the City, 6) evidence of sick leave abuse.

Sick pay will not be granted until the 90-day probationary period is completed.

(b) If a regular, hourly-rated employee is absent from work because he is disabled for more than one of his scheduled working days then, beginning with the first day of absence from work, the employee shall be entitled to sick leave allowances, payable for the duration of that disability or until his sick leave credit is exhausted. An employee who reports for work as scheduled and is sent home because of illness while at work shall be entitled to sick leave allowances for the remainder of the shift, until his sick leave is exhausted. If the employee elects to leave his work area without being sent home by management he will not be paid for the remainder of the shift.

(c) If a regular employee is injured by accident arising out of and in the course of his/her employment, he/she shall be paid for the remainder of any shift during which the injury occurred as if he/she had worked the entire scheduled shift.

If a regular employee is temporarily disabled as the result of

such an injury and the injury did not result in casting or overnight hospitalization, he/she shall be entitled to the benefits provided by I.C. 22-3-3-7.

An employee may use sick leave during such temporary disability. However, if the employee uses sick leave during the first seven (7) calendar days of any such disability, he/she shall refund to the Employer any daily or weekly benefits paid to the employee under state Workers' Compensation laws for those first 7 calendar days, (if the disability continues for longer than twenty-one (21) days) and have two-thirds (2/3) of the sick leave hours used restored to him/her. Furthermore, if the employee uses sick leave following, and including, the eighth (8th) day of such disability, he/she shall refund to the Employer any daily or weekly benefits paid to the employee under state Workers' Compensation laws and have 2/3 of the sick leave hours used restored to him/her.

If a regular employee is injured by an accident arising out of and in the course of his/her employment and the employee has exhausted all of his/her sick leave, the employee shall be entitled to no additional compensation from the Employer except those benefits provided under the state Workers' Compensation laws unless the injury resulted in casting or overnight hospitalization. If an injury resulted in casting or overnight hospitalization, the employee shall be paid, in addition to those benefits provided under the state Workers' Compensation laws, the difference between the employee's normal, straight-time hourly or weekly wage rate and any such Workers' Compensation benefits. However, such payments shall not exceed four

hundred eighty (480) hours.

(d) If an employee retires, any sick leave credit to which he may be entitled shall terminate on the day preceding the day on which he retires.

(e) If an employee becomes ill or is injured while on vacation, the scheduled vacation time shall be counted as vacation. If the disability continues beyond the scheduled time of vacation, the sick leave allowances (if any) shall begin on the first consecutive scheduled working day after the end of the scheduled vacation.

(f) If an employee is laid off, any sick leave allowances to which he may be entitled shall terminate upon the effective date of the layoff if the employee has been notified of the layoff prior to the beginning of the disability. If the notice of layoff is given after the employee becomes disabled, the employee shall be entitled to sick leave allowances for the duration of that disability.

(g) If an employee has been granted a leave of absence of more than thirty calendar days and that employee becomes disabled before the effective day of the leave, any sick leave allowances to which he may otherwise be entitled shall cease upon the effective date of the leave. If an employee becomes disabled while on any such leave of absence, he shall not be entitled to any sick leave allowances for that disability.

(h) To be entitled to any sick leave and accident allowances hereunder, the employee with respect to each disability shall:

1) Be a regular employee.

2) Have sick leave credit when he becomes disabled.

3) Have reported the cause of his absence before the end of the first scheduled working day of absence.

4) Promptly present a physician's certification that he is disabled, if requested by the Employer.

5) Promptly adopt such remedial measures as may be commensurate with his disability and permit such reasonable examination and inquiries by the Employer's medical representatives as, in the Employer's judgment, may be necessary to ascertain his condition.

(i) An employee on sick leave shall notify his supervisor as far in advance as possible of the day on which he intends to return to work. If he returns without so notifying his supervisor and if such return would result in extra costs and inconvenience due to rescheduling work, the employee may be sent home without pay for that day.

(j) No paid sick leave shall be allowed for injury caused by willful violence or as a consequence of working for compensation outside the Employer.

(k) Any overpayment of sick and accident leave allowances because of an error or mistake in determining the eligibility or a later discovery of relevant material facts, such as the applicability of any of the exclusions set out in paragraph (j), shall be deemed an advance to the employee and the amount thereof, upon discovery of such overpayment, shall be immediately due and payable by the employee to the Employer. In like manner, any sick and accident leave allowances for an on-the-job injury covered by other payments for time off from Worker's Compensation and/or from a third party as set out in

paragraph (c) above shall be deemed an advance and the amount thereof shall be due and payable by the employee to the Employer upon his receipt of such other payments.

Section 5. Leave of Absence: (a) A maximum of thirty calendar days leave of absence without pay or any other benefits in any calendar year may be granted to an employee for reasons other than illness and recuperation therefrom with the written approval of the department manager, provided he can be spared from duty. Such leave may be extended to six months with the written approval of the Personnel/Labor Relations Director. Subsequent extensions may be granted by approval of the Personnel/Labor Relations Director. While on such leave, the employee shall not be deemed to have forfeited his seniority and rights.

(b) If the employee remains away more than the approved leave term or accepts employment elsewhere while on such leave without the written consent of the Employer, his employment and rights with the Employer shall be considered terminated.

(c) Each request for leave shall be considered on an individual basis and shall be granted or refused according to its merit. Any leave taken shall be without pay.

Employees exceeding the thirty (30) days regular, illness, or maternity leave who elect to return to work, and are physically and contractually qualified, will bump the employee having the least seniority in the classification that is equal or lower, provided the affected employee has the qualifications to perform the job. If the employee returning from such leave of absence does not qualify for

such job, he will be laid off. The employee no longer required shall be laid off.

Section 6. Bereavement Leave: (a) In the case of death in an employee's immediate family (meaning (1) parent, spouse, child, mother-in-law, father-in-law, brother, sister, grandchild, grandfather, grandmother, or (2) any other relatives living in the same residence as part of the same household,) he shall receive upon request a maximum of three consecutive scheduled work days off, without the loss of regular pay, for the purpose of attending the funeral and/or fulfilling other customary duties.

(b) In the case of the death of an employee's aunt, uncle, niece, nephew, brother-/sister-in-law, son-/daughter-in-law, he/she shall receive upon request a maximum of one scheduled work day off, without loss of regular pay, for the purpose of attending the funeral and/or fulfilling other customary duties, provided such duties are performed prior to or within one week after the funeral.

Section 7. Jury Duty: (a) An employee absent from his duties with the Employer because of Jury Duty shall receive the difference between his base pay and the payment received for the period of jury service upon presentation of proper evidence.

(b) If an employee is subpoenaed to appear in court as a witness or defendant in a case in which the employee has no personal interest, he shall be allowed a maximum of one day's leave without loss of pay.

Section 8. Military Leave: All employees who are Indiana National Guard or Reserve, or active-duty personnel, shall be given leave and entitled to pay in accordance with applicable federal and

state law.

Section 9. Vacation: (a) After completing six months of continuous service, a new employee shall receive one week of paid vacation in the current calendar year. After completing his first twelve months of continuous service, he shall receive two weeks of paid vacation in the current calendar year. In no such case, however, shall the employee be eligible for more than two weeks of paid vacation in one calendar year.

(b) During subsequent years of continuous service, the employee shall receive two weeks of paid vacation in the current calendar year. However, during the calendar year in which he completes six or more years of continuous service, he shall receive three weeks of paid vacation in the current calendar year, and during the calendar year in which he completes fifteen or more years of continuous service, he shall receive four weeks of paid vacation in the current calendar year, and during the calendar year in which he completes twenty (20) or more years of continuous service, he shall receive five weeks of paid vacation in the current calendar year.

(c) For the purposes of this Section, the phrase "continuous service," when applied to any employee who has been continuously in the service of the City Utilities since July 14, 1955, shall be defined as his total service, even if his service prior to July 14, 1955, had been interrupted by periods of being sent out of the Utilities' employ.

(d) Vacations generally shall be taken in the calendar year in which they fall due. No more than one year's ~~paid~~ vacation time shall

be carried over to another year unless approved in advance in writing by the Personnel/Labor Relations Director.

(e) When a paid holiday occurs during an employee's vacation, the supervisor of his department shall have the option of allowing such employee either an additional day of paid vacation (to be taken at a time mutually agreeable to the supervisor and the employee) or an additional day's pay. The Employer shall notify the employee before his vacation leave begins of its choice of these alternatives.

(f) If an employee is called back to work on one or more of the days for which he is receiving vacation pay, he shall be paid according to the standard overtime provisions of Section 12.

(g) In order to avoid disrupting the working schedule, the Employer shall designate the vacation periods. When setting the schedule of vacations, the Employer shall respect the wishes of the employees in order of their seniority as far as the needs of its service will permit.

(h) Any employee may request that he be granted his vacation leave before the necessary service has been completed, with the understanding that in the event he leaves the services of the Employer before such service requirements have been met, he shall have the equivalent of the unaccrued vacation pay deducted from his final paycheck.

(i) When an employee with more than six months but less than fifteen years of continuous service leaves the service of the Employer, an adjustment in his final pay shall be made for vacation accrued but not taken or for vacation taken before being fully

accrued.

Section 10. Personal Time: (a) Separate and independent of vacation and sick leave allowances, employees under this Agreement shall receive five (5) days personal time each calendar year commencing with the completion of one (1) year's service. Employees who have completed five (5) years or more of continuous service shall receive six (6) personal days each calendar year; employees who have completed twenty-five (25) years or more of continuous service shall receive seven (7) personal days each calendar year.

An employee shall receive a paid day off for each birthday which occurs during his/her employment with the City, provided s/he is in an active duty status on his/her birthday.

(b) Personal time will be taken separately from any vacation time, and must be approved by management at least one (1) working day prior to requested day(s) off. In the event of an emergency as determined by the department manager, the one working day notice may be waived.

Section 11. Legal Holidays: (a) Holidays, within the meaning of this Agreement, shall be:

New Year's Day	Veterans Day
M.L. King's Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

or days celebrated for the foregoing. Holidays falling on Sunday shall be celebrated on the following Monday. Holidays falling on

Saturday shall be celebrated on the preceding Friday. Holidays falling on consecutive days of Friday and Saturday shall be celebrated on Thursday and Friday, and holidays falling on consecutive days of Sunday and Monday shall be celebrated on Monday and Tuesday.

If additional holidays are established by Common Council, bargaining unit employees will receive such additional holidays; however, annual personal days shall be reduced by the number of such additional holidays granted.

(b) Each hourly rated employee covered herein, subject to the limitations of the following paragraph (c), shall be allowed as holiday pay the equivalent of his regular straight time pay for each of the holidays recognized in this Agreement, whether such holiday falls on his regularly scheduled work day or not.

(c) The aforesaid holiday pay shall not be allowed to an employee who is absent from work on the scheduled work day previous to or following the holiday unless a reason satisfactory to the Employer is given.

(d) If an employee works on a holiday, he shall receive, in addition to his holiday pay, regular, straight-time pay for the hours actually worked.

Section 12. Premium Pay & Overtime: (a) Except as provided elsewhere, all work performed outside the established working hours by hourly paid employees shall be paid for as provided in G-22-92. Premium pay, at one and one-half times the regular rate, shall be paid for hours actually worked in excess of forty (40) in any seven (7) day work cycle. The work cycle shall begin at 12:01 a.m. Sunday and end

at 12:00 midnight Saturday. Paid leave, other than the use of earned compensatory time and holidays, shall not be counted toward the forty (40) hour base. Time worked on holidays shall be paid for as set out in Section 11, "Legal Holidays."

(b) As far as is practicable, all overtime work shall be equally and impartially divided among the employees who generally work on the class of work being performed at the overtime rates. However, in the Meter Department, all overtime and night skip readings shall be performed only by Meter Readers who normally read daily on routes.

(c) A minimum of four hours of straight time pay shall be allowed to all employees who are called back to work after they have been released from their regular day's work. Time will start when employee reports for work.

(d) A shift premium of twenty (20) cents per hour shall be paid for all hours actually worked of a shift having fifty (50) percent or more of the shift hours scheduled between 6:00 p.m. and 12:00 midnight; a shift premium of twenty-five (25) cents per hour shall be paid for all hours actually worked of a shift having fifty (50) percent or more of the shift hours scheduled between 12:00 midnight and 6:00 a.m.

Section 13. Disciplinary Action: The Union shall be notified prior to the Employer's taking disciplinary action against any employee covered by this Agreement, except in extreme emergency situations.

Section 14. Alcoholic Beverages and Intoxicating Substances: The Union understands and reaffirms the established Employer rule prohibiting consumption of alcoholic beverages and intoxicating

substances during working hours, or at break periods. Alcoholic beverages and intoxicating substances shall not be brought on Employer property (including City vehicles) at any time. Violation of the above shall be cause for immediate dismissal.

Section 15. Safety Practices: (a) The Employer shall pay one-half toward the cost of safety shoes (limit of two (2) pair per year.) The Employer shall also pay one-half toward the cost of one pair of industrial safety glasses as approved by the Safety Department with receipt of purchase (limit of one (1) pair per year.) This does not include the cost of any examination required to obtain prescription safety glasses. If safety glasses are broken in the work area when working, the Employer will replace them at the entire cost to the Employer.

(b) The Employer agrees to provide uniform rental service for the appropriate employees.

Section 16. Insurance: (a) The Employer agrees that group life, medical, and dental insurance benefits and the long-term disability program provided to the City's exempt employees shall be extended to all bargaining unit employees, and will remain in full force and effect for the life of this Agreement. Effective January 1, 1993 through December 31, 1994, insurance copayment rates for bargaining unit employees, for the basic $250 deduct- ible plan, shall be $25.00 per month for employee only, $40.00 per month for employee plus one dependent, and $62.00 per month for employee plus two or more dependents. If the copayment rates for non-union employees, for the basic $250 deductible plan, are less than the foregoing amounts for

1994, bargaining unit employees will pay the lower rates. Bargaining unit employees shall pay the same rates as non-union employees in 1995 and thereafter, except that the maximum copayment rates for the basic $250 deductible plan in 1995 shall be no more than $37.50 for employee only, $60.00 for employee plus one dependent, and $93.00 for employee plus two or more dependents. Bargaining unit employees may participate in all other group plans at rates established by the Employer.

(b) Each employee who retires under one of the programs cited in Section 17(b) (Retirement) of this Article VII and who has at least eight years of continuous service at retirement shall receive $5,000 term life insurance for the rest of his/her life. Employees who retire under the terms of any of our recognized retirement programs with the minimum of five years consecutive service shall be eligible to participate in the current retirees' group plan at rates determined by the carrier.

(c) Termination of Insurance: All insurance policies will terminate for the following reasons:

1) Termination of employment;

2) Thirty (30) days after date of layoff;

3) City employees on legitimate regular, illness or maternity leave of absence will be covered under City insurance plans for thirty (30) calendar days. If an employee elects to extend such insurance coverage beyond the 30 calendar days, he may do so by contacting the Payroll Department and arranging to pay the full insurance premium at the existing rate at the time of the leave of absence;

4) Strike or slowdown.

(d) Eligibility: Employees actively at work on the first day following their first thirty (30) days of employment shall be eligible for all insurance plans covered under this Agreement.

Section 17. Retirement: (a) Accrued sick time pay shall be granted to employees who retire under the terms of any of our recognized retirement programs. These programs shall include the Public Employee's Retirement Fund and the Federal Social Security Program. Eligibility for accrued sick time pay shall be restricted to employees with a minimum of five consecutive years of service under the terms of this Agreement immediately prior to retirement.

Upon retirement, an employee shall receive credit for all accumulated sick time and shall be paid for said time at the following rates:

(a) $1.00 for each hour up to and including 520 hours.

(b) Twenty-five (25) percent of the employee's hourly rate at time of retirement for each accumulated hour over 520.

In lieu of (b) above, an employee may use such accumulated sick leave over 520 hours to purchase group health insurance the Employer is required to make available to retired employees under I.C. 5-10-8-2.6, with credit given at fifty (50) percent of the employee's hourly rate at time of retirement for each accumulated hour over 520. In the event of the retiree's death, any unused sick time benefit may be used by or paid to his/her designated beneficiary, or, if no beneficiary has been designated, to the retiree's estate. Unused sick leave credit not used to purchase group health insurance may only be paid

at 25 percent of hourly rate at time of retirement.

(b) Pension Fund: All bargaining unit employees shall be covered by the Public Employees' Retirement Fund of Indiana (PERF) and will be credited with all prior service with the Employer whether previously covered by PERF, Municipal Utilities Pension Fund (MUPF), or no pension plan. Employees with broken service will be credited for past service in accordance with the rules of the Plan Administrator.

ARTICLE VIII - Wage Schedules

Notice of any action taken by the Employer after the effective date of this Agreement in the matter of adding, abolishing, or rerating positions because of changes of duties or functions shall be promptly given by the Employer to the Union. If the Union feels that any such action by the Employer is erroneous, it shall so notify the Employer in writing within thirty (30) calendar days and such matter may be made a grievance under the provisions of Article V.

The Employer may employ workers in any of the classifications listed in the following schedules at the indicated beginning step rate or at a higher step rate in the event the previous experience and qualifications of such employee entitles him to such higher step rate.

WHEREAS, the City of Fort Wayne has recognized that the Office and Professional Employees' International Union Local 325, AFL-CIO, represents a majority of the employees in the below-described unit, and

WHEREAS, the Unit covers all employees in job classifica-tions listed in Schedules A, B, and C of the Agreement,

THEREFORE, be it resolved that this Agreement shall become effective the 1st day of January, 1993, and shall remain in full force and effect through the 31st day of December, 1995.

FOR THE CITY:

Paul Helmke
Mayor

Terry L. Atherton, Director
Water Resources

Steven B. Martin, Director
City Utilities Operations

F. Nelson Peters, IV, Director
Personnel/Labor Relations

Date: _____

FOR THE UNION:

Sherri L. Recht
President

C. Stanley Robinson
Vice President

Robin L. Frantz
Treasurer

OPEIU #325 - General Office
Schedule A - January 1, 1993

Effective January 1, 1993, the wage schedule for regular authorized positions shall increase as follows: Top step rates less than $10.00 have been increased by $.20 plus 3% and all other rates have been increased by 3% over 1992 rates

CUSTOMER RELATIONS/ METER READING	First 3 Months	4 thru 9 Months	10 thru 18 Months	Over 18 Months
Cashier	8.454	8.645	8.825	9.670
Chief Meter Reader	12.422	12.782	13.153	13.928
Credit & Collection Clerk I	9.221	9.427	9.633	10.484
Credit & Collection Clerk II	10.794	10.924	11.189	12.297
Data Control/Audit & Error Special	9.221	9.427	9.633	10.484
Customer Relations Rep.	8.377	8.570	8.751	9.427
Customer Relations Rep/Cashier	8.454	8.645	8.825	9.670
Data Control Clerk	8.377	8.570	8.751	9.427
File Clerk	7.694	7.886	8.082	8.685
Information Specialist	8.401	8.500	8.698	9.757
Meter Reader	10.401	10.611	10.814	11.230
Meter Reader/Truck	11.043	11.306	11.575	12.098
Permit Specialist	9.221	9.427	9.633	10.484
Receptionist/Phone-in	8.180	8.287	8.446	9.241
Receptionist/Walk-in	7.190	7.356	7.620	8.210
Security Guard	9.500	---	10.163	11.058
Senior Permit Specialist	11.818	12.042	12.220	12.768
Utility Clerk	8.850	9.427	9.633	10.484
Utility Clerk II	11.077	11.626	11.767	12.297
Utility Truck Reader	11.043	11.306	11.575	12.098
Work Order Clerk	8.401	8.500	8.698	9.757
GENERAL ACCOUNTING				
Accounting Clerk I	7.551	7.725	7.972	8.645
Accounting Clerk II	7.893	8.065	8.256	9.031
Accounting Clerk III	9.221	9.427	9.633	10.484
General Accountant I	10.262	10.740	11.325	12.564
General Accountant II	11.073	11.648	12.214	14.119
Secretary	8.381	8.570	8.754	9.642
OFFICE SERVICES				
General Utility Clerk I	7.190	7.356	7.620	8.210
General Utility Clerk II	8.134	8.321	8.505	9.559
General Utility Clerk III	9.588	9.947	10.306	11.026
Mail Clerk	7.694	7.886	8.082	8.685
Utility Clerk II	11.077	11.626	11.767	12.297

OPEIU #325 - General Office
Schedule A - January 1, 1994

Effective January 1, 1994, the wage schedule for regular authorized positions shall increase 3%.

CUSTOMER RELATIONS/ METER READING	First 3 Months	4 thru 9 Months	10 thru 18 Months	Over 18 Months
Cashier	8.708	8.904	9.090	9.960
Chief Meter Reader	12.794	13.166	13.548	14.345
Credit & Collection Clerk I	9.497	9.709	9.922	10.799
Credit & Collection Clerk II	11.118	11.252	11.525	12.666
Data Control/Audit & Error Special	9.497	9.709	9.922	10.799
Customer Relations Rep.	8.628	8.827	9.013	9.709
Customer Relations Rep/Cashier	8.708	8.904	9.090	9.960
Data Control Clerk	8.628	8.827	9.013	9.709
File Clerk	7.925	8.122	8.325	8.946
Information Specialist	8.653	8.755	8.959	10.050
Meter Reader	10.713	10.929	11.138	11.567
Meter Reader/Truck	11.374	11.645	11.922	12.461
Permit Specialist	9.497	9.709	9.922	10.799
Receptionist/Phone-in	8.426	8.536	8.699	9.518
Receptionist/Walk-in	7.406	7.577	7.849	8.456
Security Guard	9.785	---	10.468	11.390
Senior Permit Specialist	12.173	12.403	12.587	13.151
Utility Clerk	9.115	9.709	9.922	10.799
Utility Clerk II	11.409	11.974	12.120	12.666
Utility Truck Reader	11.374	11.645	11.922	12.461
Work Order Clerk	8.653	8.755	8.959	10.050
GENERAL ACCOUNTING				
Accounting Clerk I	7.777	7.957	8.211	8.904
Accounting Clerk II	8.130	8.307	8.504	9.302
Accounting Clerk III	9.497	9.709	9.922	10.799
General Accountant I	10.570	11.062	11.665	12.941
General Accountant II	11.405	11.998	12.580	14.543
Secretary	8.633	8.827	9.017	9.931
OFFICE SERVICES				
General Utility Clerk I	7.406	7.577	7.849	8.456
General Utility Clerk II	8.378	8.571	8.760	9.846
General Utility Clerk III	9.876	10.245	10.615	11.357
Mail Clerk	7.925	8.122	8.325	8.946
Utility Clerk II	11.409	11.974	12.120	12.666

OPEIU #325 - General Office
Schedule A - January 1, 1995

Effective January 1, 1995, the wage schedule for regular authorized positions shall increase 3%.

CUSTOMER RELATIONS/ METER READING	First 3 Months	4 thru 9 Months	10 thru 18 Months	Over 18 Months
Cashier	8.969	9.171	9.362	10.259
Chief Meter Reader	13.178	13.561	13.954	14.776
Credit & Collection Clerk I	9.782	10.001	10.219	11.123
Credit & Collection Clerk II	11.452	11.589	11.870	13.046
Data Control/Audit & Error Special	9.782	10.001	10.219	11.123
Customer Relations Rep.	8.887	9.091	9.284	10.001
Customer Relations Rep/Cashier	8.969	9.171	9.362	10.259
Data Control Clerk	8.887	9.091	9.284	10.001
File Clerk	8.163	8.366	8.575	9.214
Information Specialist	8.912	9.017	9.228	10.351
Meter Reader	11.034	11.257	11.473	11.914
Meter Reader/Truck	11.715	11.995	12.280	12.835
Permit Specialist	9.782	10.001	10.219	11.123
Receptionist/Phone-in	8.678	8.792	8.960	9.804
Receptionist/Walk-in	7.628	7.804	8.084	8.710
Security Guard	10.078	---	10.782	11.732
Senior Permit Specialist	12.538	12.775	12.964	13.545
Utility Clerk	9.389	10.001	10.219	11.123
Utility Clerk II	11.751	12.334	12.483	13.046
Utility Truck Reader	11.715	11.995	12.280	12.835
Work Order Clerk	8.912	9.017	9.228	10.351
GENERAL ACCOUNTING				
Accounting Clerk I	8.011	8.195	8.458	9.171
Accounting Clerk II	8.374	8.556	8.759	9.581
Accounting Clerk III	9.782	10.001	10.219	11.123
General Accountant I	10.887	11.394	12.015	13.329
General Accountant II	11.747	12.358	12.958	14.979
Secretary	8.892	9.091	9.287	10.229
OFFICE SERVICES				
General Utility Clerk I	7.628	7.804	8.084	8.710
General Utility Clerk II	8.629	8.828	9.023	10.142
General Utility Clerk III	10.172	10.552	10.934	11.698
Mail Clerk	8.163	8.366	8.575	9.214
Utility Clerk II	11.751	12.334	12.483	13.046

THE CITY OF FORT WAYNE

FORT WAYNE - A WORLD - CLASS COMMUNITY

Paul Helmke
Mayor

MEMORANDUM

LAW DEPARTMENT

93-01-13

TO: **MEMBERS OF COMMON COUNCIL**

FROM: **J. TIMOTHY MCCAULAY, CORPORATION COUNSEL**

DATE: **January 11, 1993**

SUBJECT: **OPEIU CONTRACT FOR 1993-95**

BACKGROUND

The OPEIU represents a bargaining unit composed of approximately 53 positions in the City Utilities in the following occupational groups: Customer Relations; Office Services; and, General Accounting. The 49 current employees shown on a recent payroll run earn hourly pay in the following distribution:

1992 PAY RATE:	NO. OF EMPLOYEES
Between $ 8.00 and $ 9.00/hr.	17
Between $ 9.00 and $10.00/hr.	7
Between $10.00 and $11.00/hr.	17
Between $11.00 and $12.00/hr.	3
Between $12.00 and $13.00/hr.	2
Over $13.00/hr.	3

In 1992, members of the bargaining unit paid $20.00/month in insurance co-payment for the City's basic $250 deductible health insurance plan. In 1992, the unit had 16 holidays, 2-4 personal days (depending on length of service), up to five (5) weeks vacation (again, depending on length of service), and accrued sick leave at the rate of 2.31 hours per week of full employment.

THE NEW AGREEMENT

A. **COMPENSATION:** The hourly rate for all employees earning less than $10.00/hour would increase $.20/hr (Cost: $8.00 x 52 = $416/employee/year x 24 employees = $9984.00/yr). After that adjustment, all salary rates would be increased by 3% for 1993 effective July 1, 1993. (Cost: ([$1,071,229.57 (1992

payroll) + $9984] x 3%) + $9984 = $42,120.89). Three percent (3%) increases have been negotiated for 1994 and 1995 as well.

B. **INSURANCE CO-PAYMENT**: The Insurance co-payment for 1993 and 1994 for the City's basic $250 deductible would be:

CATEGORY	MONTHLY CO-PAYMENT
Employee	$25.00
Employee Plus One Dependent	$40.00
Family	$62.00

It was agreed that the 1995 rates would not exceed $37.50, $60.00 and $93.00/month, respectively. Members of the bargaining unit are permitted to participate in the other City health insurance plans at rates established by the Personnel Department. For savings, see attached Exhibit "A."

C. **NEW FEATURES**

1. **CONTRACTING OUT**: Over the three year period of the agreement, management shall have the right to perform, or subcontract out, work historically performed by the bargaining unit. By 1995, employees with less than 3 years seniority may be laid off as the result of such a decision. Moreover, employees previously on lay-off who did not perform the type of work affected by the decision are not subject to recall.

2. **SICK TIME REDEMPTION**: Prior contract provided a buy-out of unused sick time at retirement at $1.00/hr. New provision provides for payment of $1.00/hr. for the first 120 hours of unused sick time but allows for cash payment of 25% of the employee's hourly rate at retirement for each hour over 520 or credits toward health insurance premium until employee reaches Medicare eligibility.

3. **OVERTIME**: Provisions regarding overtime have been modified to correspond to Council Ordinance.

4. **WORKERS' COMPENSATION**: Reduces benefits to State levels except in cases of casting or overnight hospitilization.

JTM:dcb

EXHIBIT "A"

INSURANCE INCREASE 1993
OPEIU

CATEGORY	ANNUAL INCREASE	NO. OF EMPLOYEES	TOTAL
AETNA, $250 (EE ONLY)	$ 60.00	9	$ 540.00
AETNA, $250 (EE + 1)	$240.00	11	$2460.00
AETNA, $250 (FAMILY)	$504.00	13	$6552.00
AETNA, OPEN CHOICE (EE ONLY)	-0-	2	-0-
AETNA, OPEN CHOICE (EE + 1)	$120.00	3	$ 360.00
AETNA, OPEN CHOICE (FAMILY)	$240.00	3	$ 720.00
HMO, HEALTH PLUS (EE ONLY)	$ 36.24	6	$ 217.44
HMO, HEALTH PLUS (EE + 1)	$319.05	0	-0-
HMO, HEALTH PLUS (FAMILY)	$612.96	0	-0-
HMO, HEALTH SOURCE (EE ONLY)	$166.56	2	$ 333.12
HMO, HEALTH SOURCE (EE + 1)	$620.40	0	-0-
HMO, HEALTH SOURCE (FAMILY)	$1030.08	0	-0-
		TOTAL	$11,362.56

DIGEST SHEET

TITLE OF ORDINANCE SPECIAL ORDINANCE

DEPARTMENT REQUESTING ORDINANCE CITY UTILITIES

SYNOPSIS OF ORDINANCE RATIFIES AGREEMENT WITH OPEIU FOR 1993 - 1995.

EFFECT OF PASSAGE AGREEMENT APPROVED.

EFFECT OF NON-PASSAGE AGREEMENT NOT APPROVED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS)

SEE ATTACHED MEMO

ASSIGNED TO COMMITTEE (PRESIDENT)

BILL NO. S-93-01-13

REPORT OF THE COMMITTEE ON
THE COMMITTEE OF THE WHOLE
THOMAS C. HENRY - CHAIRPERSON
MARK E. GiaQUINTA - VICE CHAIRPERSON
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON THE COMMITTEE OF THE WHOLE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) of the Common Council fixing, establishing and ratifying compensation for certain City employees of the City of Fort Wayne, Indiana, represented by the Office & Professional Employees International Union Local #325

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

DO PASS	DO NOT PASS	ABSTAIN	NO REC
A R Edmonds		Long	
Archie Lumsey			
Don J. Schmidt			
Mark E. GiaQuinta			
Samuel J. Talarico			
Janet G. Bradbury			

DATED: 1-26-93

Sandra E. Kennedy
City Clerk